

**SURE-WAY
SYSTEMS, INC**
PROPER DISPOSAL OF MEDICAL WASTE

OFFICE USE ONLY

PICK-UP SCHEDULE _____
AREA _____
DATE _____
EST. WASTE OUTPUT _____

INFECTIOUS WASTE DISPOSAL AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of April, 2001 by and between Montana Department of Corrections with its principal offices at 1539 11th Avenue, Helena MT 59620 (hereinafter called "Generator") and Sure-Way Systems, Inc., a Montana corporation with its office located at 208 Missouri Street, Suite 206, P.O. Box 899, Deer Lodge, MT 59722 (hereafter "Sure-Way").

THE PARTIES AGREE AS FOLLOWS:

1. INFECTIOUS WASTE MATERIALS

(General descriptions attached as they may be amended from time to time)

1.1 During the term of the Agreement, Generator will package its infectious waste in Sure-Way supplied containers.

1.2 Containers will be suitably packed, stored, and made available for pick up at Riverside Youth Correctional Facility, 3700 Highway 69, Boulder MT 59632.

2. FEES AND BILLING

2.1 For the service provided to Generator under this Agreement, Generator shall pay to Sure-Way fees as set forth in Exhibit A. Sure-Way maintains the right to adjust fees due to such things as increase in fuel prices, governmental regulation, tax, tariff, fee or surcharge that is to be assessed or imposed on the transportation, storage, treatment or disposal of the Infectious Waste Material.

- 2.2 Fees set forth in Exhibit A are firm for one year (with exceptions outlined in 2.1) from date of this Agreement. If any rates applicable to the **Generator** increase after the initial one (1) year term and are not caused by an event described in Section 2.1, **Generator** shall be given thirty (30) days notice of any rate increase. During the thirty (30) day period, **Generator** may cancel this Agreement.
- 2.3 Invoices submitted by **Sure-Way** to **Generator** shall be paid not later than thirty (30) days from the date of invoice. **Sure-Way** shall retain records of invoices and delivery receipts for at least five (5) years together with a record of disposal.

3. TERM

- 3.1 This Agreement shall commence on the date set forth above and shall continue in effect for twelve (12) months. This Agreement is automatically renewed for additional one (1) year terms unless cancelled on or before thirty (30) days before the first anniversary date or each subsequent annual anniversary date.

4. TRANSFER OF WASTES AND TITLE

- 4.1 Subject to Section 4.2, at the time **Sure-Way** signs a standard form of manifest indicating an acceptance of delivery of the Infectious Waste Material, title, risk of loss and all other incidents of ownership with respect to those Infectious Waste Materials shall be transferred from **Generator** to **Sure-Way**.
- 4.2 If, following signature of a manifest pertaining to **Generator's** Infectious Waste Material, such waste material is discovered to be "non-conforming" in whole or in part, **Sure-Way** may revoke its acceptance of all such Infectious Waste Material. A revocation of acceptance shall operate to revest title, risk or loss and all other incidents of ownership to **Generator** at the time revocation is communicated, either orally or in writing to **Generator** and **Generator** shall hold **Sure-Way** harmless thereof.
- 4.3 Infectious Waste Material shall be considered "non-conforming" for the purposes of this Agreement: (1) if it is not in accordance with the descriptions, limitations or specifications stated in the **Sure-Way** Infectious Waste Profile Sheet(s) attached hereto as Exhibit B; or (2) if it has constituents or components, not specifically identified in **Sure-Way's** Infectious Waste Material Profile Sheet(s) which (a) increase the nature or extent of the hazard and risk undertaken by **Sure-Way** in agreeing to handle, load, transport, store, treat or disposal of the Infectious Waste Material; or (b) cannot, for

reasons relating to the design or permitting of the facility, be stored, treated, or disposed of at the relevant waste management facility.

5. SURE-WAY WARRANTIES

- 5.1 It understands the currently known hazards which are presented to persons, property and the environment in the transportation, storage, and disposal of the Infectious Waste Material;
- 5.2 It will transport, store and dispose of the Infectious Waste Material in full compliance with all Federal EPA and other state and local laws and regulations.
- 5.3 The waste management facilities utilized are licensed and permitted to store and dispose of waste materials within the description of the Infectious Waste Material;
- 5.4 In the event such waste management facilities lose permitted status during the term of this Agreement, **Sure-Way** will promptly notify **Generator** of such loss.

6. GENERATORS WARRANTIES

- 6.1 All material packed in **Sure-Way's** containers conforms to the descriptions of its Infectious Waste Material, made in Section 1 and the **Sure-Way** Infectious Waste Material Profile Sheet(s) attached hereto as Exhibit B, is true and correct;
- 6.2 Infectious Waste Material transferred by **Generator** hereunder will be packaged in **Sure-Way** containers and suitably protected from damage until the time of pick-up.
- 6.3 It has communicated, and will during the term hereof, continue to communicate to **Sure-Way** those hazards and risks known to or learned by **Generator** to be incident to the handling, transportation, storage, treatment and disposal of the Infectious Waste Material;
- 6.4 If the Infectious Waste Material is, or container, hazardous substances as defined pursuant to Section 101 of the Federal Comprehensive Environmental Response, Compensation and Liability Act of 1980 or any other Federal, State or local law or regulation, **Generator** will advise **Sure-Way** in writing, prior to tendering or delivering to **Sure-Way** (or its designee) any vehicular load or Infectious Waste Material containing a reportable quantity of any hazardous substance or substance pursuant to Section 102 of said Act or other applicable law or regulation, specify those hazardous substances present in a reportable quantity. If such hazardous materials cannot be stored, treated or disposed of by **Sure-Way**, **Sure-Way** shall decline to accept and shall return said shipment.

- 6.5 If the Infectious Waste Material is covered by requirements of any state or local laws or regulations relating to hazardous wastes or hazardous materials, it will comply with all applicable requirements of such laws or regulations.

7. TERMINATION

7.1 This agreement may be cancelled by **Sure-Way**:

- A. if the **Generator** fails to pay its bill in a timely manner,
- B. if the **Generator** ships or tenders material in violation of the Agreement, or
- C. if **Sure-Way** loses permitted status.

7.2 This Agreement may be cancelled by the **Generator**:

- A. if notice is given thirty (30) days before the annual anniversary date under Section 3.0,
- B. for a price increase, if notice is given thirty (30) days of notice of a price increase affecting **Generator** under Section 2.2, or
- C. for failure to perform by **Sure-Way**.

7.3 Damage for improper termination shall not be more than the amount due under the remaining term of the Agreement or part thereof up to the next anniversary date.

8. CONFIDENTIALITY

8.1 Each party shall treat as confidential and not disclose to others during or subsequent to the term of this Agreement, except as is required by law or is necessary to properly perform this Agreement (and then only on a confidential basis satisfactory to the other party) any information regarding the Infectious Waste Material. Neither party shall make any news release, advertisement, or public announcement regarding the subject matter of this Agreement without the prior written approval of the other party.

8.2 The validity, interpretation and performance of this Agreement shall be governed and constructed in accordance with the laws of the State of Montana and applicable federal laws and regulations.

9. ENTIRE AGREEMENT

This Agreement incorporates the entire understanding and agreement of the parties regarding the transportation, storage, and disposal of the Infectious Waste Material and supersedes any and all terms and conditions which may be contained in any purchase orders issued by **Generator** prior to subsequent to this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

Sure-Way Systems, Inc.

A Montana Corporation

By:

Janet M Emerick

Title:

A/R Accountant

Customer Name:

Montana Department of Corrections

By:

Gary D Williams (Gary D. Williams)

Title:

Chief, Contracts Management Bureau

Please Fill Out Completely for Office Records

Complete Firm Name:

Montana Department of Corrections

Names of Firm Member:

Riverside Youth Correctional Facility



Pick-Up Location:

3700 Hiway 69

Address

Boulder MT 59632

City State Zip



Billing Address:

PO Box 88

Address

Boulder MT 59632

City State Zip

Phone Number:

(406) 225-4500

Contact Person:

Cindy McKenzie

Fax Number:

(406) 225-4511

Hours of Operation:

24



Program Choice:

On-Call

Quarterly
(90 days)

Monthly
(4 wks)

Bi-Weekly
(2 wks)

Bi-Monthly
(60 days)



Container Size:

10-Gallon

20-Gallon

32-Gallon

48-Gallon

New Pricing
Structure

Sure-Way Systems, Inc. On-Call Programs

Montana is full of small medical waste generators, and we tailor our On-Call programs to meet the needs of these customers. Sure-Way offers two unique services that can be chosen for our On-Call customers.

The first program allows the customer to receive quarterly pickups on a regular basis. This program does not require that the customer call into the office, but rather our driver will stop by once every three months. The stop charge for this service includes disposal of the first container free. The cost for this service is explained below.

<u>Container Size</u>	<u>Stop Charge</u>	<u>Additional</u>
10-Gallon Quarterly Box	\$37.21 (first container included)	\$15.00 per add. container
20-Gallon Quarterly Box	\$46.51 (first container included)	\$25.00 per add. container
32-Gallon Quarterly Container	\$63.36 (first container included)	\$30.00 per add. container
48-Gallon Quarterly Container	\$80.64 (first container included)	\$35.00 per add. container

The second program is designed to meet the needs of our infrequent or rare producers of medical waste. This container requires that the customer call into our headquarters to request a pickup at least one week in advance. Once the call is made, the dispatcher will be able to let you know when the driver will be there. The stop charge for this service includes pickup and disposal of the first container. The cost for this service is explained below.

<u>Container Size</u>	<u>Stop Charge</u>	<u>Additional</u>
10-Gallon On-Call Box	\$46.51 (first container included)	\$15.00 per add. container
20-Gallon On-Call Box	\$53.52 (first container included)	\$25.00 per add. container
32-Gallon On-Call Box	\$68.48 (first container included)	\$35.00 per add. container

Please review these options and choose which service would best suit your facility. Once you have decided, please call (888) 822-3929 and let the dispatcher know what service you have chosen.

Thank you for choosing Sure-Way for your proper disposal of medical waste.

SURE-WAY SYSTEMS, INC

INFECTIOUS WASTE PROFILE SHEET FOR GENERATORS

<u>Infectious Waste Category</u>	<u>Examples</u>
Isolation Wastes	Refer to Centers Disease Control (CDC) Guidelines for isolation precautions in hospitals, July 1983
Cultures and Stocks of Infectious Biologicals	Specimens from medical agents and pathology laboratories Cultures and stocks of infectious agents from clinical, research, and industrial laboratories; disposable culture dishes, and devices used to transfer, inoculate and mix cultures Wastes from production of biologicals Discarded live and attenuated vaccines
Human Blood and Blood Products	Waste blood, serum, plasma, and blood products
Pathological Waste	Tissues, organs, body parts, blood and body fluids removed during surgery, autopsy and biopsy
Contaminated Sharps	Contaminated hypodermic needles, syringes, scalpel blades, Pasteur pipettes and broken glass
Contaminated Animal Carcasses, Body Parts and Bedding	Contaminated animal carcasses, body parts and bedding of animals intentionally exposed to pathogens
Surgery and Autopsy Waste	Soiled dressings, sponges, drapes, lavage tubes, draining sets, underpads and surgical gloves
Dialysis Unit Wastes	Tubing, filters, disposable sheets, towels, gloves, aprons and lab coats
Contaminated Equipment	Equipment used in patient care, medical laboratories, research and in the production and testing of certain pharmaceuticals
Chemotherapy Waste	Used apparatus and materials to treat oncology patients receiving antineoplastic therapy.
Expired Medication	Expired, outdated, unusable medications.